

Iowa Falls CSD

Teamsters #238 (Mixed)

7/1/2006 6/30/2009

TABLE OF CONTENTS

Article: 1	Preamble.	1
Article: 2	Definitions.	1
Article: 3	Dues Deductions.	2
Article: 4	Grievance Procedure.	3
Article: 5	Transfers.	5
Article: 6	Staff Reduction Procedure.	6
Article: 7	Leaves of Absence.	7
Article: 8	Insurance.	9
Article: 9	Holidays and Vacations	10
Article: 10	Overtime.	10
Article: 11	Wages.	11
Article: 12	Hours.	11
Article: 13	Duration.	12
Schedules:	A Salary Schedule.	A

Article: 1 Preamble. The Iowa Falls Community School District and Teamsters Local Union Number **238** agree as follows:

Article: 2 Definitions.

- A. The term "Board", "Employer" or "District" as used in this Agreement shall mean the Iowa Falls Community School District as governed by its Board of Directors, its authorized representatives or agents.
- B. The term "Teamsters" or "Union" as used in this Agreement shall mean Teamsters Local Union Number **238** as certified by the Iowa Public Employment Relations Board (PERB), its authorized representatives or agents.
- C. The term "Employee" as used in this agreement shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) on May 5, 2001, Case No. 6246. The job titles listed in the certification include all fulltime and regular part-time custodians, food service workers, bus drivers, teacher associates, laundry workers, and interpreters for the deaf employed by the Iowa Falls Community School District.

Article: 3 Dues Deductions.

- A. The Union shall transmit signed employee authorizations for payroll deduction of union dues to the District Business Manager. Authorization cards must be received by the Employer by the tenth day of the month for deduction to begin that month.
- B. Regular Deductions. Pursuant to a deduction authorization, the Board shall deduct dues monthly from the regular check of the employee each month for nine-month employees beginning in September and ending in May of each year and from July through June for 12 month employees. New employees who start after the beginning of the work year shall have their dues deductions monthly through the end of the year.
- C. Deductions Defined. The Board will deduct union dues, uniform assessments and initiation fees.
- D. Hold Harmless. The Union agrees to indemnify the District, the Board, each individual Board Member and all administrators and employees who are involved in the administration of dues deduction against any and all claims, suits or other forms of liability arising out of the provisions in this agreement between the parties for dues deduction.

Article: 4 Grievance Procedure.

- A. Definition. A "grievance" shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement.
- B. Each employee shall have the right to present grievances in accordance with these procedures.
- C. The failure of an employee or the Union to act on any grievance within the prescribed time limit shall act as a bar to the grievance or any further appeal. A supervisor's or administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
- D. First Step. An attempt shall be made by the employee to informally discuss an alleged violation of the contract with the employee's immediate supervisor. If the grievance is not resolved informally, the aggrieved employee may file a grievance in writing with the immediate supervisor. A written grievance must be filed within seven workdays from the date of the event giving rise to the grievance or from the date the grievant could reasonably become aware of such occurrence. The immediate supervisor shall schedule a meeting with the grievant to be held within five workdays of receipt of the grievance. The immediate supervisor shall respond in writing to the grievance within ten workdays after the meeting.
- E. Second Step. If the grievance is not resolved at the first step, the aggrieved employee may submit the grievance in writing to the Superintendent within seven workdays following receipt of the Step One response. The Superintendent shall schedule a meeting with the grievant to be held within five workdays of receipt of the grievance. The Superintendent shall respond in writing within ten workdays after the meeting.
- F. Third Step. In the event a grievance has not been resolved at the Superintendent's level, the aggrieved employee and the Union may notify the Superintendent in writing of an appeal to arbitration within ten work days of receipt of the Superintendent's decision. The parties will attempt to mutually agree upon an arbitrator. If they cannot agree, either party may request the PERB to submit a list of seven arbitrators from which each party will alternately strike three names and the remaining listed person will serve as the arbitrator.
- G. The arbitrator shall render a binding decision within thirty calendar days unless an extension is agreed upon by both parties.

- H. The arbitrator's decision shall not amend, modify, nullify, ignore or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding on the issue or issues presented for arbitration by the District and the Union and the decision must be based solely and only upon the interpretation of the meaning and application of the express, relevant language of the agreement.
- I. The cost of the arbitrator and expense of hearing shall be borne equally by the parties. Expenses incurred by either party in the preparation or presentation of the case shall be solely the expense of that party.
- J. In the event a grievance should arise during or be processed into summer vacation, "work days" shall be interpreted as weekdays, Monday through Friday.
- K. With the approval of the Superintendent, an employee may take time off from the workday to process a grievance, however, the employee shall not be paid for such time off except when a grievance meeting is called by the Superintendent during working hours.

Article: 5 Transfers.

A. Definitions.

1. Transfer. A transfer shall be defined as the movement of an employee from one bargaining unit position to another vacant bargaining unit position, i.e. "a vacancy". The realignment of employees after staff reduction is not a transfer.
2. Vacancy. A vacancy is an open position that the Board desires to permanently fill. The Board shall have the exclusive right to determine whether a vacancy exists, the configuration of the position to be filled and when to fill a vacancy.

B. Posting.

The Administration will post vacancies that the District desires to permanently fill for five working days prior to filling the vacancy.

C. Selection.

Final selection of candidates for vacant positions involving teacher associates, interpreters for the deaf, food service managers and building head custodians will be based on the individual best qualified for the job as determined by administration in its discretion.

For permanent position vacancies involving custodians, food service workers and bus drivers, transfers will be granted to the most senior qualified applicant. Qualifications for any position shall be exclusively determined by administration. Qualifications will be based upon the job description and other unique skills or requirements associated with the vacant position as identified by Administration.

D. Involuntary Transfers or Reassignments.

Administration may involuntarily transfer or reassign employees. Involuntary transfers or reassignments shall not be made for arbitrary or capricious reasons.

E. Temporary Assignments.

Employees may be temporarily assigned to a different position at the discretion of administration. Temporary assignments are not transfers. Temporary assignments to new or vacant positions shall not exceed six work-weeks.

Article: 6 Staff Reduction Procedure.

- A. Reasons. The Employer may reduce staff for any reason at its discretion.
- B. Staff Reduction Classifications. Staff reduction classifications shall be as follows: custodians, building head custodians, food service workers, food service managers, bus drivers, teacher associates, interpreters for deaf, and laundry workers.
- C. Process. The Employer will first attempt to utilize attrition within a staff reduction classification prior to layoffs. The Employer will next layoff the least senior employee within a staff reduction classification.
- D. Seniority Definition. Seniority shall be defined as an employee's "length of continuous service in the district from the first day on the job as a classified employee". Ties in seniority will be broken by reference to the employee's signature date on his or her first contract.
- E. Teacher Associates Exception. The Employer may deviate from the application of seniority as outlined above within the teacher associate classification if the Employer deems it necessary in order to retain a specific special education teacher associate.
- F. Recall. Employees who are laid-off shall be recalled in the inverse order of layoff for a period of one year from the effective date of layoff. Recall shall be only to vacant positions in the staff reduction classification from which reduced. Employees will be mailed notice of recall or personally notified. Failure to affirmatively respond to recall within seven calendar days of personal notification or date of mailing whichever is applicable, shall result in forfeiture of further recall rights. The Employer may choose not to recall for vacancies involving special education teacher associates.

Article: 7 Leaves of Absence.

- A. Personal Illness Leave. Personal illness leave may be used for illness, injury or other medically related disability which renders the employee medically unable to work.

1. Accrual. Employees will be accorded paid personal illness leave as follows:
 - a. First through third year of employment - thirteen days per year.
 - b. Fourth year of employment - fourteen days per year.
 - c. Fifth and subsequent years of employment - fifteen days per year.

Employees on twelve-month contracts shall be entitled to two additional days of personal illness leave per year in addition to the amounts listed above.

2. Maximum Accumulation. Personal illness leave may accumulate to a maximum of 110 days inclusive of the current year's allotment.
Twelve month employees may accumulate personal illness leave up to a maximum of 120 days inclusive of the current year's allotment.
3. Notification. Employees should notify their supervisor as soon as possible and no less than one hour prior to the scheduled reporting time if unable to work due to personal illness.
4. **Employees may use up to two days of sick leave each year for dependent care, but only after all Annual Leave and Personal Leave days for the year have been used. Leave for dependent care is non-accumulative from year to year. A "dependent" is defined as a spouse or child.**

- B. Annual Leave. Each employee may be granted not to exceed three days per year (or four days if employed on a 12 month basis) of non-cumulative paid leave for absence from work for the following reasons, i.e. serious illness of immediate family members, extended bereavement leave for immediate family members, bereavement leave for non-immediate family members or for personal business. The definition of "immediate family" shall be the same as referenced in "bereavement leave". All annual leave is subject to approval of the Superintendent or the Superintendent's designee and denial of annual leave is not grievable.

- C. Personal Leave. Employees will be allowed two days paid non-accumulative personal leave per year.

- D. Bereavement Leave. Each employee shall be allowed five paid days bereavement leave for absence from work caused by the death of a member of the employee's immediate family. Immediate family shall be defined as spouse, child, parent, sibling, mother or father-in law, brother or sister-in-law, son or daughter-in law, grandparent or grandchild.

In the event of the death of an employee or student of the Iowa Falls Community School District, an employee may request time to attend the funeral. The decision as to the number and identity of employees who may be granted paid time to attend shall be subject to the discretion of the supervisor and is non-grievable.

- E. Jury Duty. If an employee is required to report for jury duty, paid leave shall be granted and the employee shall remit juror service fees to the District.
- F. Professional Leave. At the discretion of the employee's supervisor, an employee may be eligible for of paid leave yearly for absence from work to attend workshops/conferences that would help the employee perform his or her job better or more efficiently.
- G. Military Leave. Leave of absence shall be granted consistent with state and federal law.
- H. Unpaid Leave. An employee may request unpaid leave. The Superintendent shall have complete discretion to grant or deny the requested unpaid leave.
- I. Leave Requests. Employees shall request leave under this Article on District forms as soon as the reason for the request is known and a minimum of one week in advance of the proposed absence unless unexpected circumstances or emergency necessitates less notice.

Article: 8 Insurance.

- A. Health Insurance. In **2006-07** employees working at least thirty-five hours a week and nine months a year are eligible for participation in the District's health insurance program. The Board will contribute not to exceed **\$495.53** per month toward the employee's single coverage and \$100 per month toward dependent coverage if elected. Employees working a minimum of 35 hours a week and nine months a year and who do not participate in dependent coverage may elect to receive \$60 per month in cash.

In **2007-08** employees working at least thirty-five hours a week and nine months a year are eligible for participation in the District health insurance program. The Board will contribute not to exceed **\$495.53** (plus the percentage increase determined by the insurance carrier for **2007-08**) toward the employee's single coverage and \$100 per month toward dependent coverage if elected. Employees working a minimum of 35 hours a week and nine months a year and who do not participate in dependent coverage may elect to receive \$60 per month in cash.

In **2008-09** employees working at least thirty-five hours a week and nine months a year are eligible for participation in the District health insurance program. The Board will contribute not to exceed **\$495.53** (plus the percentage increases determined by the insurance carrier for **2007-08 and 2008-09**) toward the employee's single coverage and \$100 per month toward dependent coverage if elected. Employees working a minimum of 35 hours a week and nine months a year and who do not participate in dependent coverage may elect to receive \$60 per month in cash.

- B. Life Insurance. Employees working at least 35 hours a week and 9 months a year are eligible for life insurance coverage. Benefits are "scaled" based on yearly earnings.
- C. LTD. Employees working at least 35 hours a week and 9 months a year are eligible for LTD coverage.

Article: 9 Holidays and Vacations.

- A. Employees who work twelve months per year will be accorded paid vacation as follows: After one year of employment - one week paid vacation; after two years employment - two weeks paid vacation; after eight years of employment - three weeks paid vacation; **after twenty-five years - four weeks paid vacation.** Vacation may not be carried over from one year to the next.
- B. Paid Holidays. Twelve-month employees will be paid for the following holidays: Fourth of July, Labor Day, Thanksgiving Day and Friday after, Christmas Day, New Year's Day, Good Friday, and Memorial Day.
- C. Nine, ten, and eleven month teacher associates and food service workers shall receive the following paid holidays: Labor Day, Thanksgiving Day and Friday after, Christmas Day, New Year's Day, Good Friday, and Memorial Day.

Article: 10 Overtime.

No overtime will be allowed without the prior approval of the employee's immediate supervisor. When work is authorized and required of an employee beyond forty hours in the work week and compensatory time is not given, overtime will be paid at the rate of time and a half. If an employee is accorded compensatory time, the employee will be granted one and one half hours of compensatory time for each overtime hour worked. Requested use of compensatory time will be administered consistent with the FLSA.

Exception - Custodians will be granted overtime compensation for work performed beyond an eight-hour workday when:

- (a) Such overtime work takes place during the week of a paid holiday, and when
- (b) The work involves duties associated with school activities

Article: 11 Wages.

- A. The support staff salary schedules are set forth in addendum A. (see attached.)

FY '07 Support Staff Salary Schedule

- (a) Employees allowed advancement to the next step
- (b) Step Increase = 2.5%
- (c) Employees already at or above the top step = 3.0% increase

FY '08 Support Staff Salary Schedule

- (a) Employees allowed advancement to the next step
- (b) Step Increase = 2.5%
- (c) Employees already at or above the top step = 3.0% increase

FY '09 Support Staff Salary Schedule

- (a) Employees allowed advancement to the next step
- (b) Step Increase = 2.5%
- (c) Employees already at or above the top step = 3.0% increase.

- B. Initial Placement. Initial salary schedule placement shall be made at the discretion of the Superintendent with approval of the Board of Directors.
- C. Paychecks. Paychecks are issued monthly.
- D. Bus Driver Certification. Regular bus drivers will be paid for three hours toward their required re-certification every year. Payment will be based on the current hourly activity driving rate. New bus drivers will be paid for twelve hours toward their required initial certification. Payment will be based on the current hourly activity rate.
- E. **After initial employment, the District will pay \$50.00 per physical for a school bus permit when the law requires a physical.**

Article: 12 Hours.

- A. Call-in Pay. An employee who is unexpectedly called in to work during non-scheduled hours will be paid for the time actually worked but no less than two hours at regular pay.
- B. Building Checks. Custodians who are required to check buildings on weekends and holidays will be paid for the time actually worked or a minimum of one hour per day. If the custodian is not available, he or she needs to notify the Director of Buildings and Grounds to seek a substitute.

- C. Inclement Weather. Employees will be paid for a minimum of three hours or actual hours worked whichever is more if an employee reports to work and then school is canceled due to inclement weather. This provision is not applicable to bus drivers.

Article: 13 Duration.

This agreement shall be effective beginning **July 1, 2006**, and shall continue in force and effect until **June 30, 2009**.

June 15, 2006
Date

14 JUNE 2006
Date

[Signature]
Authorized Representative
Iowa Falls Community School District

[Signature]
Authorized Representative
Teamsters Local 238